

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

__CV__

YI FENG LEATHER INTERNATIONAL LTD.,)	
Plaintiff)	
)	
v.)	COMPLAINT
)	
TRIBECA DESIGN SHOWROOM LLC,)	
Defendant)	

STATEMENT OF THE CASE

On or about May, 2014 to December, 2015, Plaintiff, Yi Feng Leather International Ltd., entered into contract(s) with Defendant, Tribeca Design Showroom LLC., for the sale and delivery of leather products to various international shipping ports including the United States. Plaintiff shipped \$404,207.99 worth of product to Defendant. No payment was made by Defendant after repeated demands by Plaintiff.

On or about September 2, 2015, Plaintiff commenced an action in the Court of the First Instance in Hong Kong. Plaintiff personally served Defendant in New York on November 11, 2015 with a Writ and Statement of Claim. Defendant engaged solicitors, Hoosenally & Neo and filed an Acknowledgment of Service of Writ of Summons which indicated the Defendant's intent to contest the proceedings.

Defendant failed to file defenses or counterclaims after seeking an extension first by a Consent Order dated January 4, 2016 and second by a Unless Order by Consent dated February 15, 2016. Judgment entered, dated April 8, 2016, in favor of the Plaintiff. Defendant has not appealed the said judgment.

Plaintiff seeks to enforce the Judgment in Defendant's forum state and recover the justified amount owed including interest from September 2, 2015.

PARTIES

1. The Plaintiff, Yi Feng Leather International Ltd., is incorporated under the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and has its principal place of business at Block C, 1/F, Stage 2, Kai Tak Factory Building, 99 King Fook Street, San Po Kong, Kowloon, Hong Kong.

2. The Defendant, Tribeca Design Showroom LLC, is a Limited Liability Company, formed under the laws of the State of New York and has its principal place of business at 180 Varick St., Ste. 916, New York, New York, 10014.

JURISDICTION AND VENUE

3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.
4. This Court has general personal jurisdiction over the Defendant as it is a Limited Liability Company that is domiciled and conducting business within the State of New York.
5. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391 b(1) & (2) because a substantial part of the events and omissions giving rise to the claim occurred in New York City and the Defendant is organized under the laws of the State of New York with a principal place of business in New York City, from which it carries on its regular business activities.

FACTS

6. By agreements contained in and evidenced by a number of purchase orders (the “POs”) from May 2014 to December 2014, the Plaintiff agreed to sell and the Defendant agreed to buy various leather goods.
7. Each of the POs, *inter alia*, provided:
 - (1) the Plaintiff was to sell specified leather goods to the Defendant at a certain price ; and
 - (2) the Plaintiff had to deliver the specified leather goods by shipment to certain ports indicated by the Defendant.
8. The particulars of the POs are as follows:

PO	Date	Price (in US\$)
50674	14/05/2014	\$626.45
50678	14/05/2014	\$1,034.69
50681	23/05/2014	\$15,432.97
50709	26/06/2014	\$7,536.05

50710	26/06/2014	\$1,212.00
50711	26/06/2014	\$377.52
50712	26/06/2014	\$1,002.30
50713	26/06/2014	\$866.14
50714	26/06/2014	\$117.12
50719	10/07/2014	\$2,666.01
50720	10/07/2014	\$4,488.70
50721	10/07/2014	\$15,477.59
50725	04/09/2014	\$14,505.63
50726	04/09/2014	\$71,008.04
50727	04/09/2014	\$1,203.29
50728	04/09/2014	\$32,298.50
50729	04/09/2014	\$5,991.30
50730	04/09/2014	\$2,098.80
50736	12/09/2014	\$7,361.95
50737	12/09/2014	\$9,102.44
50738	12/09/2014	\$1,104.70
50739	12/09/2014	\$19,187.60
50740	12/09/2014	\$9,768.76
50723	03/10/2014	\$4,484.70
50753	03/10/2014	\$173,940.00
50757	13/10/2014	\$6,096.47
50756	13/10/2014	\$814.66
50759	15/10/2014	\$117.12
50682	20/10/2014	\$6,645.02
TOTAL: US\$416,915.47		

9. Plaintiff duly delivered the goods ordered to the ports indicated by the Defendant.
10. Plaintiff, invoiced the Defendant after delivery for each of the POs and the miscellaneous fees incurred. therefrom (the “**Invoices**”).
11. The particulars of the Invoices are as follows:

Invoices	Date of Invoices	PO / miscellaneous fees incurred	Price (in US\$)
VFIDN14021CN	29/5/2014	Miscellaneous fee	398.80
YFIINV14023	8/6/2014	50674	626.45
VFIDN14025CN	8/7/2014	Miscellaneous fee	260.00
VFIDN14026CN	8/7/2014	Miscellaneous fee	150.00
YFIINV14032-2	22/12/2014	50678	612.69
YFIINV14047	11/9/2014	50729	8,583.02
YFFIINV14047-1	11/9/2014	50729	5,846.76
VFIDN14044CN	1/9/2014	Miscellaneous fee	300.00
VFIDN14045CN	30/9/2014	Miscellaneous fee	6,631.85
VFIDN14021HK	30/9/2014	Miscellaneous fee	1,420.10
YFIINV14052	24/10/2014	50728	30,060.07
YFIINV14053	28/10/2014	50730	1,921.35
YFIINV14055	28/10/2014	50721	14,152.20
YFIINV14056	28/10/2014	50720	4,488.70
YFIINV14058	20/10/2014	50682	7,077.74
YFIINV14059	20/10/2014	50681	15,369.47
YFIINV14059-1	20/10/2014	50681	381.00
YFIINV14060	28/10/2014	50726	51,369.74
YFIINV14062	28/10/2014	50725	13,389.06
YFIINV14063	28/10/2014	50719	2,426.69
YFIINV14064	05/11/2014	50756	814.66
YFIINV14065	06/11/2014	50757	6,096.47
YFIINV14080	06/10/2014	50727	1,119.31
YFIINV14072	25/11/2014	50739	19,244.60
YFIINV14073	27/11/2014	50738	1,104.70
YFIINV14075	03/12/2014	50759	117.12
YFIINV14079	05/12/2014	50737	9,102.44
YFIINV14076	08/12/2014	50740	8,855.92
YFIINV14077	05/12/2014	50709, 50711, 50713, 50712, 50714, 50710 & 50723	12,116.41
YFIINV14078	04/12/2014	50736	3,392.32
YFIINV14078-1	08/12/2014	50736	2,838.35
YFIINV14085-1	22/12/2014	50753	77,500.80
YFIINV14085-2	22/12/2014	50753	96,439.20
TOTAL: US\$404,207.99			

12. In breach of the payment terms and despite the Invoices, the Defendant did not make any payment after delivery for each of the POs.
13. Despite repeated requests and/or demands by the Plaintiff via emails and the Plaintiff's solicitors' letters dated April 1, 2015, the Defendant refused and/or failed to pay the said sum of US\$404,207.99 or any part thereof.
14. As a result of the failure of the Defendant to pay the Plaintiff the said sum of US\$404,207.99, on September 2, 2015, the Plaintiff filed a claim against the Defendant in the Court of the First Instance in Hong Kong (the "**Hong Kong Action**"). A copy of the Writ and Statement of Claim filed in the Hong Kong Action is attached hereto as **Exhibit A**.
15. On November 10, 2015, service of the Writ and Statement of Claim in the Hong Kong Action was served upon the Defendant by personally delivering a copy of the Writ and Statement of Claim to Christine Han, Senior Manager of Tribeca Design Showroom LLC. A copy of the Original Affidavit of Service dated November 11, 2015 is attached hereto as **Exhibit B**.
16. On December 4, 2015, Hoosenally & Neo, Solicitors for the Defendant, voluntarily filed an Acknowledgment of Service of Writ of Summons in the Hong Kong Action in which it indicated that the Defendant intended to contest the proceedings. A copy of the Acknowledgment of Service of Writ of Summons is attached hereto as **Exhibit C**.
17. On January 4, 2016, the court in the Hong Kong Action approved a joint application filed by the solicitors for the Plaintiff and the solicitors for the Defendant that extended the time by which the Defendant was required to file its Defense and Counterclaim, if any to on or before February 2, 2016 (the "**Consent Order**"). Attached as **Exhibit D** is a copy of the Consent Order approving the joint application.
18. Despite indicating that it intended to contest the Hong Kong Action and presenting a joint application to the court to enlarge the time for it to file its Defence and Counterclaim, the Defendant failed to file a Defence and Counterclaim on or before February 2, 2016, or at any time thereafter.
19. On February 1, 2016, solicitors for the Defendant told the solicitors for the Plaintiff that they "are now in the course of preparing the Defence and Counterclaim and should be grateful if [the Plaintiff] would kindly grant us further 28 days to file and serve our client's Defence and Counterclaim (if any) up to and including 1st March 2016."

Attached as **Exhibit E** is a copy of the said letter from the solicitors for the Defendant to the solicitors for the Plaintiff dated February 1, 2016.

20. On February 15, 2016, the court in the Hong Kong Action approved a joint application filed on February 5, 2016 by the solicitors for the Plaintiff and the solicitors for the Defendant that “Unless the Defendant filed and served its Defense and Counterclaim, if any by 4:00 p.m. on 1st March 2016, the Defendant be debarred from filing its Defense and Counterclaim and the Plaintiff be at liberty to apply for judgment against the Defendant to be entered” (the “**Unless Order by Consent**”). Attached as **Exhibit F** is a copy of the Unless Order by Consent approving the joint application.
21. As a result of the failure of the Defendant to file a Defense and Counterclaim in the Hong Kong Action, a Judgment was entered against the Defendant in the Hong Kong Action on 8 April 2016 (the “**Hong Kong Judgment**”). The Hong Kong Judgment ordered “the Defendant to pay the Plaintiff (a) the sum of US\$404,207.99 or the Hong Kong dollar equivalent at the time of payment; (b) interest thereon at the rate of 8% per annum from the 2nd September 2015 to the date hereof and thereafter at judgment rate until payment and (c) costs of this action”. Attached as **Exhibit G** is a copy of the Hong Kong Judgment.
22. At no time did the Defendant contest the jurisdiction of the Hong Kong court to adjudicate the dispute.
23. The Defendant has not taken any steps to appeal or set aside the Hong Kong Judgment.
24. The Hong Kong Judgment was rendered under a system that has impartial tribunals and procedures that are compatible with due process of law.


Count I
(Enforcement of Foreign Judgment)

25. The Plaintiff incorporates by reference the allegations made in Paragraphs 1 through 24 of the Complaint as if fully set forth herein.
26. The Defendant has not satisfied the Hong Kong Judgment, in whole or in part.

WHEREFORE, the Plaintiff, Yi Feng Leather International Ltd., respectfully requests that this Honorable Court:

- a. Enforce the Judgment against the Defendant, Tribeca Design Showroom LLC., with interest and costs;
- b. Recognize the Judgment against the Defendant, Tribeca Design Showroom LLC., as conclusive between the parties.
- c. Such further relief as this Court may deem reasonable and just.

Respectfully submitted,

 #: PS 7607
/s/PAUL B. SHERR

and Co-Counsel:

/s/Robert M. Fuster Sr.

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Dated: July 10, 2017